

CIN No. : L26943RJ1979PLC001935
Phone : 01462 228101-6
Toll Free : 1800 180 6003 / 6004
Fax : 01462 228117 / 228119
E-Mail : shreebwr@shreecementltd.com
Website : www.shreecement.in



SHREE CEMENT LTD.

Regd. Office:

BANGUR NAGAR, POST BOX NO.33, BEAWAR 305 901, RAJASTHAN, INDIA



SCL/BGU/LOGISTICS
Jan,13 2017

M/s Shivam Enterprises
05,Dhanibar Deshpur Amba Kutumba,Aurangabad 824111 ,
Aurangabad , Bihar

Kind Attn: SH SHAMBHU NATH PANDEY

Dear Sir,

This has reference to your letter dated 22-07-2016 and personal discussions for transportation of cement from our Aurangabad (Bihar) Grinding Unit to various destinations.

Pursuant to our discussions, we are pleased to give you authorization as one of our authorized transporter for Shree Cement Limited for transportation of cement from our Aurangabad (Bihar) Grinding Unit to various destinations, for which total security deposit will be Rs.15 Lac (Rupees Fifteen Lac only). Out of which Rs.10 Lac received vide RTGS No. IBKLR9201701120009302 dt. 12.01.2017 through IDBI BANK LIMITED and balance security amount of Rs.5 Lac will be recovered from your running freight bills @ Rs.1 Lac per month (Starting from July onwards). SD would carry interest @ 6% p.a. The interest rate will be revised from time to time which will be informed and shall be acceptable to you. Your PAN NO. ADBPP9518N. & GST NO.-10ADBPP9518N1ZC

You have to deploy trucks as per day to day requirement which can be obtained from our Aurangabad (Bihar) Grinding Unit.

You have to deliver the material to the consignees as per address and destination given by our Aurangabad (Bihar) Grinding Unit.

You have to procure proper receipt of material and if any shortages, losses to cement, it will be on your account.

Freight will be decided from time to time basis which will be available to you and thereafter no claim for any increase will be acceptable.

We are enclosing herewith detailed terms & conditions (Annexure-A) and request you to sign on duplicate in confirmation of your acceptance thereof. We reserve our right to change/modify/amend any of the term & condition in the agreement.

Not with-standing the payment of freight or settlement of your account, it is specifically reported by you that in case of any wrong delivery of truck or any defect is obtaining receipt if found later on, you will be responsible for value of goods as well as penal action, you will be fully responsible and shall not be relieved from your obligation to indemnity / compensate to the loss solely due to our making payment of freight based on your bills.

May please arrange start the transportation.

Thanking you,

Yours faithfully,

For SHREE CEMENT LTD.,

(DEVENDRA TRIPATHI)

JT. VICE PRESIDENT (LOGISTICS & RMP)

Accepted By

For: M/s Shivam Enterprises

Shivam Enterprises

Shambhu Nath Pandey

1. SHAMBHU NATH PANDEY

(Annexure-A)

(1)

TERMS & CONDITIONS FOR TRANSPORTER'S APPOINTMENT

1. SCOPE OF WORK

That by virtue of this registration you will be entitled to work as our Registered Transporter for all outward movements of cement by trucks from our factory.

You will ensure placement of adequate number of trucks/trailors on the basis of the dispatch planning of the company. In case of any time, you fail to make the trucks available to the company for specified destination; the company reserves the right to arrange for the transportation of the material on your cost and risk.

That you shall settle your own rates with direct customers and the company has nothing to do with it. However, company expects you to be reasonable in setting the rates with all the customers. In case of any complaint from any party about higher rates or so, the company has right to intervene and its decision would be binding on you.

- 1.1** In case of stock transfers to various depots and FOR supplies, the rate will be settled by the management from time to time and you will be under the obligation to ensure that only such rates are charged / billed. For any deviation and consequent losses, if any to the company, you will be solely responsible.

That the company doesn't own any responsibility, the moment the consignment has been loaded in your truck and moved out of Factory/Depot. In case of any complaint regarding short weight, adulteration, non-receipt of cement, you shall be liable to pay the damages to the consignee/complaint/consignor as the case may be.

In case of short receipt of consignment at the destination or at various depots, company will recover the penalty for such shortage from you as Management deem fit. Cement damaged due to rains/water or your negligence would not be accepted and company's decision would be final in this regard.

- 1.2** That you will ensure safe delivery of the consignment at the destination within reasonable time as decided by the company. In case of delayed deliveries, company may impose and recover suitable penalty or damages on case to case basis. Case of repeated delayed deliveries will be termed as breach of contract and shall be dealt with accordingly. For this purpose, you will see that trucks are fully covered with tarpaulins and sealed, if required.

For SHREE CEMENT LTD.,

(DEVENDRA TRIPATHI)

JT. VICE PRESIDENT (LOGISTICS & RMP)

For: M/s Shivam Enterprises

Shivam Enterprises

Shambhu Nath Pandey

Proprietor
1. SHAMBRUNATH PANDEY

(2)

TERMS & CONDITIONS FOR TRANSPORTER'S APPOINTMENT

As and when required by the company, you will be required to deliver the cement consignments at more than one place within a radius of 20 Kms. from the specified destination free of any additional transportation charges.

- 1.3 That the company doesn't guarantee any quantum of business to you. However, company ensures to load all the trucks made available by you subject to normal working of the factory. No claim, whatsoever would be entertained by the company on account of delayed loading or otherwise which is beyond the control of the company.
- 1.4 That the company has an absolute right to appoint as many registered transporters as it deems fit from time to time.
- 1.5 You will furnish us copies of memorandum of Articles of Association, in case of a company and partnership deed in case of partnership firm. You will also keep us informed of any change in status from time to time.
- 1.6 You will not do anything detrimental to the interest of the company and will also keep the customers/clients satisfied with respect to transport/rates, quick and safe delivery of the goods so that fair image of the company is maintained.

You will have to furnish the copy of the letter issued to you by the Income Tax Department mentioning PAN number in case of Income Tax payee firm.

- 1.7 Your registration shall be liable to termination for any misbehavior by you or your staff including truck drivers/cleaners with the customers or the company's officers/staff.

Ordinarily only registered transporters like you will be handling the outward traffic of cement from the factory but at the same time, it is not binding on the company and the company will have the absolute right to grant exemption to anyone.

- 1.8 You will ensure that the trucks deployed by you are having valid Registration Certificate and adequately insured. Company would not be responsible for any accidents or the damages arising out of accident. Further, you would also ensure that the drivers deployed by you are having valid driving licenses.
- 1.9 You will ensure that all the statutory taxes/road taxes etc. for the trucks deployed by you are paid and valid road permit is available and company would not be responsible for any or your default in this regard.

For SHREE CEMENT LTD.,

(DEVENDRA TRIPATHI)

JT. VICE PRESIDENT (LOGISTICS & RMP)

For: M/s Shivam Enterprises

Shivam Enterprises

Shambhu Nath Pandey
1. SHAMBHU NATH PANDEY

(3)

TERMS & CONDITIONS FOR TRANSPORTER'S APPOINTMENT

1.10 That you will be governed by the rules/regulations of the company in force from time to time unless specified otherwise –

That you will not indulge in any malpractices and if found practicing or causing malpractices, your registration can be terminated by the company without any reference to you.

That you will arrange transportation of Cement on **FREIGHT TO PAY** or **FREIGHT TO BE BILLED** basis as the case may be.

That you will not be entitled for any exclusive right for any particular destination/areas unless specifically mentioned by the company.

1.11 You will be responsible to fulfill all legal/statutory requirements and maintain such records which are necessary. In case of any liability arising on account of violation of any laws, you will be fully responsible for the cost and consequences thereof.

- The job assigned to you under this contract is not transferable to any other party by you.
- In case at any dealer point or depot, if the consignment is not accepted for any reason whatsoever, your driver should contact the company's office for suitable advice/instructions. Under no circumstance, the consignments should be brought back to Factory/Depot without our prior approval. In case of non-compliance of this obligation, the company will not be responsible for any expenses on this account.
- Transportation / shifting / unloading of consignments enroute would not be allowed unless specifically allowed by the company.
- You will keep us indemnified at all times against any loss, costs, penalties etc. which we are made to suffer due to any act or omission on your part or any of your employees connected with our work.
- In case of any accident of any of your employees while in our Factory/Depot, resulting in fatality or disability of any injury/loss, we will not be responsible for any compensation. Damages under any law and you shall always keep us indemnified for the same.

For SHREE CEMENT LTD.,

(DEVENDRA TRIPATHI)

JT. VICE PRESIDENT (LOGISTICS & RMP)

For: M/s Shivam Enterprises

Shivam Enterprises

Shambhu Nath Pandey

1. SHAMBHU RAO PANDEY

(4)

TERMS & CONDITIONS FOR TRANSPORTER'S APPOINTMENT

2. DOCUMENTATION

- 2.1 You would please engage trucks against Despatch Instruction (DI) issued by the company.
- 2.2 You would arrange to get all the trucks/trailors weighed first and then place the trucks /trailors for loading. No truck without DI and empty truck weighment slip will not be loaded at Factory/Depot. After loading the truck, the truck should be again weighed and net weight of the material would be arrived at for preparation of Invoice-cum-Delivery Challan.
- 2.3 You will ensure that specific LR book and pre-numbered machine serial issued exclusively for the purpose of transportation of goods from our Factory/Depot to destination.
- 2.4 You will arrange the delivery of the required documents like LR, Invoice-cum-Delivery and sales tax form etc. alongwith the consignment to the consignee.
- 2.5 In case of any ST form is required for compliance in accordance with Sales Tax rules of the concerned state/destination, you must ensure to collect the same from the factory. You must mention concerned form number on the LR. You would be responsible for all the consequences arising in absence of required ST form.

3. ACKNOWLEDGEMENT OF MATERIAL DELIVERED

- 3.1 You will ensure to obtain acknowledgement from the consignee of the specified destination. The acknowledgement shall be obtained on the LR meant for "acknowledgement" and get the entire column mentioned in the LR filled in.
- 3.2 In case of unloading charges paid by the driver at the consignee point, the same shall be got verified from representative of consignee on LR itself.
- 3.3 In the event of any consignment is not accepted by the consignee for any reason whatsoever, you must ensure to obtain endorsement on the LR itself from the consignee with the reasons for not accepting the consignment. Your driver should contact the company's office for further instructions. Under no circumstances, the consignment shall be brought back to the Factory/Depot without any proper approval. In case of non-compliance of the obligation, the company will not be responsible for any expenses in this connection.

For SHREE CEMENT LTD.,

(DEVENDRA TRIPATHI)

JT. VICE PRESIDENT (LOGISTICS & RMP)

For: M/s Shivam Enterprises

Shivam Enterprises

Shambhu Nath Pandey

1. SHAMBHU NATH PANDEY
Proprietor

(5)

TERMS & CONDITIONS FOR TRANSPORTER'S APPOINTMENT

4. BILLING

- 4.1 You would submit your bills in duplicate alongwith acknowledged transporter's copy of invoice-cum-challan along with receipted LR issued on "FREIGHT TO BE BILLED" basis. Photocopy of duplicate copy of LR is not acceptable by the company alongwith the bill.
- 4.2 The bill in respect of octroi, if any, paid by the truck driver, shall be submitted separately alongwith original octroi receipts.
- 4.3 The bill in respect of unloading charges paid by the truck driver at consignee's destination for unloading the goods will be paid on actual provided an endorsement in this regard is given and confirmed by the consignee on LR.

5. PAYMENT

- 5.1 The payment of bills shall be made by the company after seven (7) days from the date of submission of bills.
- 5.2 In case of any shortage, pilferage/damage of goods endorsed by the consignee, the penalty would be recovered from you at the time of payment of bills.
- 5.3 All payment will be subject to deduction of income tax, wherever applicable any other taxes/levies which may be levied by Government from time to time.

6. SECURITY DEPOSIT

- 6.1 You will deposit security deposit of Rs.15 Lac (Rs. Fifteen Lac only), which will carry interest @ 6% per annum or rate of interest decided by SCL management from time to time.

6.2 RECOVERY TOWARDS SHORTAGES/PILFERAGES/DAMAGE OF CEMENT FROM FREIGHT / SECURITY

You will be responsible for any shortage/pilferage/damage of Cement during handling and transportation. In the event of any shortages, pilferages or damage, the company will recover the penalty for cement from you at the open market price. The amount will be recovered from your outstanding bills or otherwise from security deposit.

7.0 CHANGES/MODIFICATIONS/CANCELLATION

- 7.1 The company will always have a right to add, delete, amend all or any of the terms of this agreement and such addition, deletion or amendments shall form part of this agreement.

For SHREE CEMENT LTD.,

(DEVENDRA TRIPATHI)

JT. VICE PRESIDENT (LOGISTICS & RMP)

For: M/s Shivam Enterprises

Shivam Enterprises
Shambhu Nath Pandey
1. SHAMBHU NATH PANDEY
Proprietor

(6)

TERMS & CONDITIONS FOR TRANSPORTER'S APPOINTMENT

- 7.2 This registration / appointment can be suspended/withdrawn by the company at its sole discretion and without assigning reason thereof. In event of such withdrawal, no compensation or damages would be either claimed by you or such claim would be entertainable by the company.
- 7.3 On termination under clause 7.2 above, you will no longer represent before any authority or any third party as our authorized transporter.

8. **ARBITRATION**

Parties have agreed to resolve any dispute amicably in first instance. In case of any dispute or differences remaining thereafter, have agreed to resolve through arbitration process by a sole Arbitrator to be nominated by Shree Cement Ltd, with venue at Beawar only. Award by such Arbitrator shall be final and binding on both parties.

9. **JURISDICTION**

The courts at Beawar would have exclusive jurisdiction in respect of this contract.

Please sign the duplicate copy of this letter in token of your acceptance of the job on the above mentioned terms and conditions.

Thanking you,

Yours faithfully,

For SHREE CEMENT LTD.,

(DEVENDRA TRIPATHI)
JT. VICE PRESIDENT (LOGISTICS & RMP)

Place: Aurangabad

For: M/s Shivam Enterprises

Shivam Enterprises
Shambhu Nath Pandey
1. SHAMBHU NATH PANDEY
Proprietor